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**UNITED STATES DISTRICT COURT**

**DISTRICT OF ARIZONA**

Jonathan Santiago Rosario, an individual, )

Plaintiff, )

v. )

Realpage Inc., d/b/a On-Site.com, a )

Delaware Corporation, )

Defendant. )

Case No. \_\_\_\_\_

**COMPLAINT**

**JURY TRIAL DEMANDED**

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**COMPLAINT**

**PRELIMINARY STATEMENT**

1. Plaintiff Jonathan Santiago Rosario brings this civil action for damages against Defendant Realpage, Inc. doing business as On-Site.com (“Realpage”) for violations of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §1681, *et seq.*

**THE PARTIES**

2. Mr. Rosario is a natural person domiciled in Phoenix, AZ.

3. Realpage is a Delaware corporation registered to conduct business in the State of Arizona.

**JURISDICTION & VENUE**

4. This Court possesses federal question jurisdiction pursuant to 28 U.S.C. §1331 as this matter is an action arising under the laws of the United States.

5. Venue is proper in this district pursuant to 28 U.S.C. §1391(b)(1) & (2) because substantial part of the events or omissions giving rise to this action occurred in the District of Arizona, and Realpage possesses sufficient contacts with this District to be deemed to reside in this District.

**FACTUAL ALLEGATIONS**

6. Mr. Rosario is a “consumer” as that term is defined by the FCRA. 15 U.S.C. §1681a(c).

7. Realpage is a “consumer reporting agency” and a “reseller” of credit information as those terms are defined by the FCRA. 15 U.S.C. §1681a(f) and 15 U.S.C. § 1681a(u).

8. In or around April 2018, Mr. Rosario submitted an application to rent an apartment from the Sereno Townhomes (“Serrano”) in Glendale, AZ.

9. Additionally, in or around June 2018, Mr. Rosario submitted an application to rent an apartment from Greenleaf Arrowhead Ranch Apartments (“Greenleaf”) in Glendale, AZ.

10. As part of considering Mr. Rosario’s rental applications, both landlords requested a background report from Realpage.

11. In April 2018, June 2018 and March 2019, Realpage prepared and sold a background report about Mr. Rosario to Serrano Village Apartments (“Serrano Village”), Greenleaf Apartments (“Greenleaf”) and Tresa at Arrowhead Apartments (“Tresa”) respectively.

12. The Reports are “consumer reports” as that term is defined by the FCRA. 15 U.S.C §1681a(d)(1).

13. The Reports included false, inaccurate, misleading and/or incomplete information (collectively the “Inaccurate Information”) including but not limited to

1 criminal records which do not belong to Mr. Rosario and collection accounts that do not  
2 belong to Mr. Rosario.

3 14. Mr. Rosario's rental applications with both Serrano Village, Greenleaf and  
4 Tresa were subsequently denied in whole or substantial part because of the Inaccurate  
5 Information reported by Realpage on the Reports.

6 15. In or around April 2018, June 2018 and March 2019, Mr. Rosario disputed  
7 the Inaccurate Information with Realpage directly.

8 16. Realpage responded to Mr. Rosario's disputes by informing Mr. Rosario in  
9 writing that it refused to delete and/or update all the Inaccurate Information disputed by  
10 Mr. Rosario.

11 17. Realpage refused to permit Mr. Rosario to dispute the Inaccurate  
12 Information by telephone, failed to delete the criminal record information or collection  
13 accounts in April and June 2018, and refused to delete the collection accounts in March of  
14 2019.

15 18. Realpage failed to conduct a reasonable investigation of Mr. Rosario's  
16 dispute, *inter alia*, by: failing to conduct any investigation into the Inaccurate Information  
17 at all; failing to review and consider the information submitted by Mr. Rosario; failing to  
18 contact Mr. Rosario to elicit more specific information about his disputes; failing to  
19 forward disputes to furnishers and/or other consumer reporting agencies consistent with  
20 its obligations under the FCRA; failing to obtain and review the actual court or police  
21 records related to the Inaccurate Information; and failing to contact persons or entities  
22 affiliated with the criminal records to verify their accuracy.

23 19. Realpage acted recklessly by routinely conducting investigations in the  
24 manner described above, and further, knew or should have known that the way it  
25 investigates disputes would result in erroneous verification of false, inaccurate,  
26 incomplete and misleading criminal records and/or credit information similar or identical  
27 to the result of Mr. Rosario's dispute.  
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